

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN THE MATTER OF THE APPLICATION OF
NEW INSPIRATION BROADCASTING CO.,
INC., *et al.*,

Applicants,

For Licenses For Their Radio Broadcasting
Stations.

Related to

UNITED STATES OF AMERICA,

Plaintiff,

v.

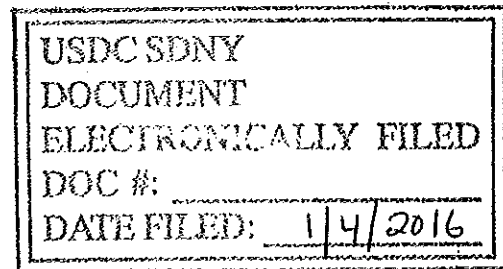
AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,

Defendant.

15cv10195
No. _____ (DLC)

~~[PROPOSED]~~
FINAL ORDER

No. 41 CV 1395 (DLC)



Applicants New Inspiration Broadcasting Co., Inc., *et al.* ("Applicants") and the American Society of Composers, Authors and Publishers ("ASCAP") having jointly applied to the Court for the determination of reasonable license fees pursuant to Section IX of the Second Amended Final Judgment herein, and the Applicants and ASCAP having negotiated and agreed upon forms of license agreements, and Applicants and ASCAP having agreed that such forms of license agreements may be entered into lawfully by each party to this proceeding, and Applicants and ASCAP having consented

to the entry of this order to carry out and consummate the agreements that they have reached, and notice of the settlement of this order having been given to the United States of America, and Applicants and ASCAP having agreed that such application shall cover the period January 1, 2008 – December 31, 2018 (the "License Period");

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The form of ASCAP 2008 NRBMLC Radio Station License Agreement (and annexed exhibits), appended hereto as **Exhibit 1** (the "NRBMLC Radio Station License") and the form of ASCAP 2008 NRBMLC Radio Group License Agreement (and annexed exhibits), appended hereto as **Exhibit 2** (the "NRBMLC Radio Group License"), are the forms of such licenses agreed to by the parties (together, the Radio Station License and the Radio Group License are referred to herein as the "NRBMLC Licenses"). The license fees set forth in the NRBMLC Licenses are reasonable and non-discriminatory as to Applicants for the License Period and comply with the terms of the Second Amended Final Judgment.

2. ASCAP shall provide the NRBMLC Radio Station License to each Applicant and to every other commercial radio station owner that has agreed to be bound by the outcome of this proceeding or negotiations conducted on behalf of Applicants by the National Religious Broadcasters Music License Committee ("NRBMLC"), collectively as set forth on the list of stations attached as **Exhibit 3** hereto (collectively all such stations, the "Bound Stations"), together with a copy of this Order, so that the form of license shall be received by the Bound Stations no later than thirty days following entry of this Order, to be effective retroactive to January 1, 2008. Each Bound Station shall be deemed licensed under the NRBMLC Radio Station License and subject to all

obligations set forth therein and bound by the terms of this Order. Upon receipt, each Bound Station shall sign and return such NRBMLC Radio Station License to ASCAP at its office at 1900 Broadway, New York, New York 10023 within 60 days of receipt of such form by such Bound Station. ASCAP shall also promptly offer the NRBMLC Radio Station License to any other radio station that in the future becomes eligible to be licensed under such License pursuant to the terms of Exhibit A of that License.

3. ASCAP shall make available to each owner of a Bound Station the NRBMLC Radio Group License. If at any time during the License Period the owner of a Bound Station or other eligible entity wishes to execute the NRBMLC Radio Group License, it shall sign and return such license agreement to ASCAP at its office at the address set forth in Paragraph 2 above.

4. ASCAP and Applicants may, by agreement, amend or supplement the list attached as **Exhibit 3**, and ASCAP shall provide and make available to any station added to such list the NRBMLC Licenses within thirty days following such amendment or supplement in accordance with Paragraphs 2 and 3 of this Order, and the obligations herein shall apply to such station.

5. The license fees for each Bound Station licensed under the NRBMLC Radio Station License shall be determined in accordance with the provisions of that form of license.

6. The license fees for each entity licensed under the NRBMLC Radio Group License shall be determined in accordance with the provisions of that form of license.

7. In connection with the administration of the Licenses, approximately 500 radio stations are either represented by the NRBMLC directly or have otherwise agreed

to be bound by the licenses negotiated by the NRBMLC. The NRBMLC has incurred and will incur costs in connection with the administration of the Licenses and the NRBMLC's ongoing representation of religious and classical formatted radio stations in regard to music performance licenses. To fairly and equitably distribute among all radio stations operating under and benefitting from the Licenses the cost of administration of the Licenses and the NRBMLC's ongoing representation of such radio stations in regards to music performance licenses, each station licensed pursuant to the NRBMLC Radio Station License shall pay to the NRBMLC, beginning with calendar year 2015, on presentation of a statement from the NRBMLC in conformity with this Order:

- (i) \$25 per year if the station's annual broadcast license fees due to ASCAP are less than \$5,000;
- (ii) \$200 per year if the station's annual broadcast license fees due to ASCAP are at least \$5,000 and less than \$15,000;
- (iii) \$400 per year if the station's annual broadcast license fees due to ASCAP are \$15,000 or more.

The NRBMLC may, in its discretion, accept volunteer services on behalf of the NRBMLC or donated advertising inventory of equivalent value in lieu of cash. Commencing with calendar year 2014, payments or contributions during any calendar year that exceed the amounts set forth above may be credited toward the amounts set forth above for the following calendar year. The payments provided herein shall be made to the NRBMLC by September 30 of each calendar year. The NRBMLC may impose a late payment charge of 1% per month from the date the payment was due on any payment that is received by the NRBMLC after the date the payment was due, and the NRBMLC

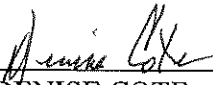
may further assess stations the full amount of costs incurred by the NRBMLC in connection with collecting such amounts.

8. The Court retains continuing jurisdiction over this proceeding for the purpose of enforcing this Order, the terms and conditions of the NRBMLC Licenses, and the obligations of ASCAP and the Bound Stations under the NRBMLC Licenses.

9. Entry of this Order is without prejudice to any arguments or positions the Applicants or any other commercial radio station, commercial radio station owner, or ASCAP may assert in any future proceeding to determine what constitutes reasonable blanket license or program-period license fees for commercial radio stations or commercial radio station owners; the terms of such licenses; the methodology for calculating the license fees; or the reasonableness of the structure of the license or the license fees, for the period beginning January 1, 2019 or any time thereafter.

SO ORDERED.

Dated: January 4, 2016
New York, New York



DENISE COTE
United States District Judge